

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MAURICE DAVIS

ANSWER

08 Civ. 00435 (LAP)

Plaintiff,

-against-

THE CITY OF NEW YORK HEALTH AND
HOSPITALS CORPORATION, HARLEM HOSPITAL
CENTER, METROPOLITAN HOSPITAL CENTER,
JUNE BOBCOMBE and THE CITY OF NEW YORK,

Defendants.

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Defendants¹ City of New York and New York City Health and Hospitals Corporation, by their attorney, Michael A. Cardozo, Corporation Counsel of the City of New York, for their Answer to the Complaint, respectfully alleges as follows:

1. Deny the allegations set forth in paragraph "1" of the complaint.

¹ Harlem and Metropolitan Hospital Centers are not suable entities. June Bobcombe, upon information and belief, has not yet been served with a summons and complaint.

2. Deny the allegations set forth in paragraph "2" of the complaint, except admit that plaintiff purports to proceed as set forth therein.
3. Deny the allegations set forth in paragraph "3" of the complaint.
4. Admits the allegation regarding venue as set forth in paragraph "4" of the complaint.
5. Deny the allegations set forth in paragraph "5" of the complaint.
6. Deny the allegations set forth in paragraph "6" of the complaint.
7. Deny the allegations set forth in paragraph "7" of the complaint.
8. Admit the allegations set forth in paragraph "8" of the complaint.
9. Admit the allegations set forth in paragraph "9" of the complaint.
10. Deny the allegations set forth in paragraph "10" of the complaint, except admit that Bobcombe was plaintiff's supervisor at one time.
11. Admit the allegations set forth in paragraph "11" of the complaint.
12. Admit the allegations set forth in paragraph "12" of the complaint.
13. Admit the allegations set forth in paragraph "13" of the complaint.
14. Deny the allegations set forth in paragraph "14" of the complaint.
15. Deny the allegations set forth in paragraph "15" of the complaint.
16. Deny the allegations set forth in paragraphs "16" of the complaint.
17. Deny the allegations set forth in paragraph "17" of the complaint.
18. Deny the allegations set forth in paragraph "18" of the complaint.
19. Deny the allegations set forth in paragraph "19" of the complaint
20. Deny the allegations set forth in paragraph "20" of the complaint
21. Deny the allegations set forth in paragraph "21" of the complaint

22. Deny the allegations set forth in paragraph "22" of the complaint
23. Deny the allegations set forth in paragraph "23" of the complaint
24. Deny the allegations set forth in paragraph "24" of the complaint
25. Deny the allegations set forth in paragraph "25" of the complaint
26. Deny the allegations set forth in paragraph "26" of the complaint
27. Deny the allegations set forth in paragraph "27" of the complaint
28. Deny the allegations set forth in paragraph "28" of the complaint
29. Deny the allegations set forth in paragraph "29" of the complaint
30. Deny the allegations set forth in paragraph "30" of the complaint, except

admit that Columbia University provides staff for the ophthalmology department.

31. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraph "31" of the complaint.
32. Deny knowledge or information sufficient to form a belief as to the allegations set forth in paragraph "32" of the complaint.
33. Deny the allegations set forth in paragraph "33" of the complaint.
34. Admit the allegations set forth in paragraph "34" of the complaint, except noting that an HHC employee does not have to consent to a transfer.

35. Deny the allegations set forth in paragraph "35" of the complaint.
36. Deny the allegations set forth in paragraph "36" of the complaint.
37. Deny the allegations set forth in paragraph "37" of the complaint.
38. Deny the allegations set forth in paragraph "38" of the complaint.
39. Deny the allegations set forth in paragraph "39" of the complaint.
40. Deny the allegations set forth in paragraph "40" of the complaint.

41. Deny the allegations set forth in paragraph "41" of the complaint.
42. Deny the allegations set forth in paragraph "42" of the complaint.
43. Deny the allegations set forth in paragraph "43" of the complaint.
44. Deny the allegations set forth in paragraph "44" of the complaint.
45. Deny the allegations set forth in paragraph "45" of the complaint.
46. Deny the allegations set forth in paragraph "46" of the complaint.
47. Defendants deny the allegations set forth in paragraphs 1-46 as if set forth fully herein.

48. Deny the allegations set forth in paragraph "48" of the complaint.
49. Defendants deny the allegations set forth in paragraphs 1-48 as if set forth fully herein.

50. Deny the allegations set forth in paragraph "50" of the complaint.
51. Defendants repeat and reallege their responses to the allegations set forth in paragraphs 1-50, as if set forth fully herein.

52. Deny the allegations set forth in paragraph "52" of the complaint.
53. Defendants repeat and reallege their responses to the allegations set forth in paragraphs 1-52, as if set forth fully herein.

54. Deny the allegations set forth in paragraph "54" of the complaint.
55. Defendants repeat and reallege their responses to the allegations set forth in paragraphs 1-54, as if set forth fully herein.

56. Deny the allegations set forth in paragraph "56" of the complaint.

FOR A FIRST DEFENSE:

Defendants have not violated any rights, privileges or immunities under the Constitution or laws of the United States or the State of New York, or any political subdivision thereof.

FOR A SECOND DEFENSE:

Defendant City of New York Health and Hospitals Corporation exercised reasonable care to prevent and promptly eliminate any discriminatory, retaliatory or hostile behavior and/or environment in that it has an effective, well-publicized Equal Employment Opportunity policy and complaint procedure in place.

FOR A THIRD DEFENSE:

Plaintiff cannot properly bring an action under 42 U.S. C. § 1983 for conduct which is specifically redressed by 42 U.S. C. Title VII §5000-e, and cannot bring an Equal Protection action based on being a one-person class.

FOR A FOURTH DEFENSE:

The City of New York and the City of New York Health and Hospitals cannot be liable for punitive damages.

FOR A FIFTH DEFENSE:

Any injuries alleged in the complaint were caused in whole or in part by plaintiff's own culpable or negligent conduct.

FOR A SIXTH DEFENSE:

Harlem and Metropolitan Hospital Centers are not suable entities.

FOR A SEVENTH DEFENSE:

Some or all of plaintiff's claims may be time-barred.

FOR AN EIGHTH DEFENSE:

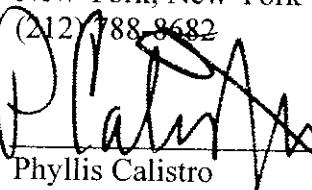
Plaintiff has not satisfied the jurisdictional prerequisites to bringing an action under the American with Disabilities Act, in that no Right to Sue letter has been obtained.

WHEREFORE, defendants request judgment dismissing the complaint and denying all relief requested therein, together with such other and further relief as to the Court deems just and proper.

Dated: New York, New York
June 17, 2008

MICHAEL A. CARDOZO
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City of New York
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By:


Phyllis Calistro
Senior Counsel
(PC5527)